

EXHIBIT A



INDEPENDENT PHYSICIAN AGREEMENT

This INDEPENDENT PHYSICIAN AGREEMENT ("Agreement") is made this **7th** day of **April, 2020** (the "Effective Date"), by and between **Medicus Hospitalist Services, LLC.**, a New Hampshire limited liability company with a principal place of business at 22 Roulston Rd, Windham, NH 03087 ["Medicus"] and **Leah Moreau**, a resident at **6704 Ferris St. Bellaire, TX 77401** ["Physician"] to the following:

Terms of Agreement. Physician hereby engages Medicus to arrange for Physician to provide locum tenens services on behalf of various health care providers identified by Medicus (each, a "Provider") in accordance with this Agreement. The rates for services payable by Medicus to Physician with respect to an assignment of Physician to provide locum tenens services to a Provider (each, an "Assignment"), the duration of Physician's Assignment ("Assignment Term"), and all other terms and conditions relating to an Assignment shall be described in Schedule A, a form of which is attached hereto. Subject to paragraph 11.2 herein, Schedule A shall be signed by Physician and Medicus for each separate Assignment during the Term of this Agreement.

1. Physician's Representations and Warranties . Physician represents and warrants the following at all times during the Term of this Agreement:

1.1. Physician has disclosed to Medicus the following matters, whether occurring at any time prior to or during the Term of this Agreement:

- 1.1.1. any malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict, or decree against Physician;
- 1.1.2. any disciplinary, peer review, or professional review investigation, proceeding, or action instituted against Physician by any licensure board, medical center, medical school, health care facility or entity, professional society or association, third party payor, peer, or professional review committee or body, or governmental agency, including but limited to any investigation or proceeding based on any allegation against Physician of violating professional ethics or standards, or engaging in illegal, unethical, or other misconduct (of any nature or degree) relating to the practice of medicine;
- 1.1.3. any criminal complaint or proceeding or indictment, in which Physician is named as a defendant and/or a target;
- 1.1.4. any investigation or proceeding, whether administrative, civil, or criminal, relating to an allegation against Physician of filing false healthcare claims, violating anti-kickback laws or laws prohibiting Physician self-referrals, or engaging in other billing irregularities and/or improprieties; and
- 1.1.5. any dependency on or habitual use of alcohol or controlled substances that impairs or may impair Physician's ability to practice medicine or fulfill any other material obligation under this Agreement.

- 1.2. Physician is duly licensed to practice medicine in the state in which the Provider is located, which license has not been suspended, revoked or restricted in any manner.
- 1.3. To the extent required for an Assignment, Physician has current controlled substance registrations issued by the appropriate federal and state governmental agencies which are required for Physician to prescribe controlled substances under both federal and state law, which registrations have not been suspended, revoked, or restricted in any manner.
- 1.4. Physician agrees he/she will remain a participating Physician in any third party payment program in which the Provider is a participating provider. Except as may be disclosed above pursuant to section 1.1, Physician is not and has not been suspended or excluded from any such third party payment program.
- 1.5. Physician is and will remain eligible for professional liability coverage described in Section 4.
- 1.6. Prior to commencement of an Assignment, Physician will obtain and maintain unrestricted medical staff privileges enabling Physician to provide services at such Provider, or at a hospital or other health care facility with, by or through whom Provider works ("Facility").

2. Physician's Obligations.

- 2.1. **Pre-Placement Procedures.** Physician shall, prior to or upon execution of this Agreement, provide Medicus with his or her Curriculum Vitae. Physician shall also comply with all pre-placement procedures specified in writing by either a Provider or a Facility, including, but not limited to, drug testing and background checks. Physician agrees to provide each Provider and Facility – either directly or through Medicus – any and all documents required by such Provider or Facility to credential Physician to provide services at a Facility. Physician acknowledges and agrees that a Provider's and/or a Facility's decision to grant or deny Physician credentials is the sole responsibility of the Provider or Facility (as applicable), and Physician agrees that he/she will not hold Medicus responsible for any credentialing decision. Medicus agrees to notify Physician of a Facility's credentialing decision, to the extent the Facility provides Medicus notice of the same. Physician shall submit all required documentation and an executed Independent Provider Agreement must be on file with Medicus prior to both commencing assignment and receiving any compensation under the terms of this Agreement.
- 2.2. **Provision of Services.** Physician shall ensure that at all times during an Assignment Term, Physician shall devote his or her full time and attention to the treatment of patients of the Provider and/or the Facility and in accordance with the policies and procedures of the Provider and/or the Facility. Physician shall comply with all reporting required by Provider in connection with the provision of services. Physician shall complete all patient charting requirements of Provider at the conclusion of each shift and in no event later than 72 hours following his/her shift. All charting requirements must be completed by the end of his/her Assignment.
- 2.3. **Incident Reporting.** Physician shall report to the Provider and Medicus any incident that may result in any kind of legal claim against Physician, the Provider and/or Medicus.
- 2.4. **Standards of Practice.** Physician shall at all times (a) render services to patients in a competent, professional, and ethical manner, in accordance with prevailing standards of medical practice and all applicable legal and regulatory requirements; and (b) use the equipment, instruments, pharmaceuticals, and supplies furnished by the Provider or Facility for the purposes for which they are customarily used and in a manner consistent with sound medical practice. Physician agrees to treat all patient records as confidential. Physician shall meet all requirements of applicable local, state, and federal law including, but not limited to, complying with all the requirements of the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all regulations promulgated thereunder.

- 2.5. **Billing and Collection.** Physician acknowledges that all rights and responsibilities for billing patients and/or third parties for reimbursement for the services provided by Physician on behalf of a Provider belong to such Provider. Physician shall not bill any patient or third party payor for any services rendered by Physician on behalf of a Provider. Physician shall execute all necessary forms or applications to permit each Provider to bill for the services Physician provides.
- 2.6. Physician agrees to sign and return to Medicus Independent Physician Agreement Schedule A for each placement prior to commencement of Assignment. Furthermore, Physician will acknowledge, in writing, at Medicus' request, that Medicus has informed Physician of the sending of their name and curriculum vitae to a particular Provider.
- 2.7. **Insurance Coverage.** Physician agrees to obtain auto and/or worker's compensation insurance coverage if required by the Provider. Physician understands that Medicus is not responsible for securing, reimbursing or providing auto insurance coverage or worker's compensation coverage.
3. **Compensation and Expenses.**
 - 3.1. **Compensation and Expenses.** Physician shall receive compensation for services Physician renders during an Assignment Term at the rate specified on the applicable Schedule A for each Assignment. Physician's rates are inclusive of any state taxes that are applicable in State where services are provided. On a weekly basis, Physician shall complete, sign and submit a Confirmation Of Services Provided Form, authorized by the Provider, documenting time that Physician spent on an Assignment.. Physician shall also submit to Medicus an invoice for any allowed expenses (including copies of valid receipts) incurred as outlined in the applicable Schedule A for each Assignment. Physician shall fax or email such documents to Medicus each Monday no later than 12 noon (EST). Subject to the terms set forth in paragraph 5.1 and 2.2, Medicus will pay Physician within 15 business days after its receipt of the aforementioned document(s).
 - 3.2. **Professional Expenses.** Physician is responsible for all fees and license(s) associated with the delivery of services provided under this Agreement. If Medicus pays for such fees and licenses, such will be reimbursed by Physician as a deduction from for services.
4. **Professional Liability Insurance.** During the Term hereof, Medicus shall provide at its expense, professional liability insurance for all professional services rendered by Physician under this Agreement in the amount of \$1,000,000 for each occurrence with a per annum aggregate limitation of \$3,000,000. Medicus has secured and will continue to secure claims-made coverage and prior acts coverage from an A-rated insurance company. In the event that Medicus's policy lapses or expires, Medicus will be responsible for the purchase of tail coverage for any assignments worked by Physician while under contract with Medicus. The insurance provided by Medicus applies only to agreed upon serviced provided by Physician during an Assignment. Medicus will not provide liability insurance for these limits unless and until Physician has signed and returned to Medicus (a) this Agreement, and (b) the Independent Physician Agreement Schedule A.

5. Cancellation of Assignment.

- 5.1. **Cancellation With Cause.** In the event that a Provider provides Medicus notice of its intent to cancel an Assignment prior to the expiration of the Assignment Term due to concerns over the quality of services rendered by, or the professionalism of, the Physician at any time during the Assignment Term, then upon Medicus' notice to Physician, the applicable Assignment and related Schedule A shall automatically terminate and Physician shall immediately cease providing services on behalf of such Provider. In the event a Provider terminates an Assignment in accordance with this Section 5.1, (a) Medicus shall not have any responsibility to pay Physician for any services rendered on behalf of such Provider or with respect to any amount that would otherwise be due for the uncompleted portion of the Assignment Term under the applicable Schedule A for the Assignment, and (b) Medicus' obligation to pay Physician for any completed portion of the Assignment Term under the applicable Schedule A shall be strictly dependent on its receipt of the same payment from the Provider. Any agreement between the Provider and Physician regarding services rendered by Physician without the express written consent of Medicus will not be binding on Medicus. This provision shall survive termination of this Agreement.
- 5.2. **Cancellation Without Cause.** In the event a Provider provides Medicus notice of its intent to cancel an Assignment prior to the expiration of the Assignment Term for a reason other than a Provider's concern pursuant to Section 5.1 above, then upon Medicus' notice to Physician, the applicable Assignment and related Schedule A shall automatically terminate and Physician shall immediately cease providing services on behalf of such Provider. In the event a Provider terminates an Assignment in accordance with this Section 5.2, then Medicus shall pay Physician an amount equal to the amount that would otherwise be due for the uncompleted portion of the Assignment Term up to a maximum of thirty (30) days; provided however, that Medicus' obligation to make such payment to Physician shall be strictly dependent on its receipt of the same payment from the Provider. This provision shall survive termination of this Agreement.
- 5.3. **Cancellation Without Cause by Medicus.** Physician acknowledges that Medicus may have the need to suspend coverage to a Provider due to non-payment or insolvency. Medicus has the ability cancel any applicable Schedule A Assignment for non-payment or insolvency, by providing Physician with at least twenty-four hours written notice of Medicus' decision to suspend coverage to Provider. After notice is provided by Medicus, the related Schedule A shall automatically terminate, and Physician shall immediately cease providing services on behalf of Provider. In the event Medicus cancels an Assignment before the start date or prior to the expiration of the Assignment Term in accordance with this Section 5.3, Medicus' obligation to pay Physician for any portion of the Assignment Term under the applicable Schedule A shall be strictly dependent on its receipt of the same payment from the Provider. This provision shall survive termination of this Agreement.

6. Term and Termination.

- 6.1. **Term.** Commencing on the Effective Date, this Agreement shall remain in full force and effect for a period of one (1) year, and shall automatically renew for successive periods of one (1) year, unless sooner terminated as provided herein ("Term").
- 6.2. **Termination.** In the event that a party breaches a term or condition of this Agreement, the non-breaching party may terminate this Agreement if such breach has not been cured to the satisfaction of the non-breaching party within thirty (30) days after written notice of such breach has been provided to the breaching party. Medicus may terminate this Agreement without cause upon sixty (60) days prior written notice to the Physician. Physician may terminate this Agreement without cause upon the later of the completion of all Assignments on a Schedule A and written

notice to Medicus, or upon sixty (60) days prior written notice of Medicus.

7. **Restrictive Covenants.** Physician acknowledges and agrees that he/she/they shall not, either directly or indirectly, perform services, on either a temporary or permanent basis, on behalf of (a) any Provider and/or (b) any Facility in which the Physician has been presented by Medicus, for a period of two (2) years following Physician's last date of assignment or initial presentment at a Provider/Facility, whichever occurs later ("Restricted Period"), unless such services are provided by Physician through Medicus. Medicus shall not present Physician to any Provider or Facility without the prior consent of Physician. Physician further agrees that during the Restricted Period, Physician will not engage in any discussions with a Provider and/or Facility where Physician was presented by Medicus, regarding Physician's provision of professional services outside the terms and conditions of this Agreement, without the prior written consent of Medicus. This restriction may be waived, as it applies to a particular Provider and/or Facility, upon the mutual written consent of all parties included. This provision shall survive termination of this Agreement, and inures to the benefit of Medicus's successors and assigns.
8. **Confidentiality.** Physician shall not disclose to anyone (including any Provider or Facility), either directly or indirectly, the terms of this Agreement (including any executed Schedule A) and any invoice that Physician provides to Medicus for payment of services hereunder. This provision shall survive the termination of this Agreement.
9. **Status of the Parties.** It is expressly understood and agreed that in the performance of services under this Agreement, Physician shall at all times furnish Physician's services as an independent contractor and not as an employee of Medicus, or any of Medicus's affiliates, and that as a result, neither Medicus nor any of its affiliates shall have any control over the means and method of the professional services provided by Physician hereunder. As an independent contractor, Physician acknowledges and agrees that neither Medicus nor any of its affiliates have any responsibility whatsoever for FICA taxes, worker's compensation insurance premiums, unemployment, state and federal income taxes, or similar withholding taxes or payments on Physician's behalf, or any direct responsibility for vacation pay, paid sick leave, retirement benefits, or other employee benefits of any kind whatsoever relating to Physician.
10. **Indemnification.** Physician hereby indemnifies and holds Medicus and its affiliates, and their officers, directors, members, managers, shareholders, representatives, employees, and agents (collectively "the indemnified parties"), harmless from and against any and all claims, losses, liabilities, damages, and expenses (including reasonable attorney fees) incurred by the indemnified parties that are caused by or arise out of (a) any credentialing decision by a Provider or a Facility, or (b) any request for Physician to stop providing services on behalf of a Provider in accordance with Section 5, (c) Physician's classification as an independent contractor; or (d) any act or omission of Physician or his or her employees or agents. This provision shall survive the termination of this Agreement.
11. **Miscellaneous.**
 - 11.1. **Resolution of Disputes and Governing Law.** Any dispute (whether in tort, contract or otherwise) arising out of or relating to this Agreement in any way shall be governed exclusively by the law of the State of New Hampshire without giving effect to its conflict of law principles. Physician consents to the exclusive jurisdiction of the state and federal courts of New Hampshire for the resolution of all disputes related to or arising out of this Agreement. This provision shall survive the termination of this Agreement.
 - 11.2. **Entire Agreement.** This Agreement (including each executed Schedule A for each Assignment) contains the entire agreement between Physician and Medicus and supersedes any and all prior agreements, contracts, and understandings, written or oral, between the parties relating to the subject matter hereof. Any modifications to this Agreement, must be made in writing and signed both by Physician and Medicus, except that modification(s) to Schedule A concerning assignment

dates and rates may be made pursuant to an exchange of e-mail or other writing in which both Physician and an authorized representative of Medicus clearly manifest assent to the modification(s).

- 11.3. **Assignment;** Benefit. Neither party may assign any of its rights or obligations hereunder, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- 11.4. **Severability.** In the event any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such provision shall be deleted from the Agreement, and the remaining provisions of this Agreement will remain in full force and effect.
- 11.5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterpart shall together constitute one in the same agreement.
- 11.6. **Costs and Expenses.** In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, the breach hereof, or the interpretation hereof, the prevailing party shall recover from the non-prevailing party reasonable expenses, attorneys' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.
- 11.7. **Waiver.** The failure of Medicus to enforce the strict terms of this Agreement shall not constitute a waiver of these terms.
- 11.8. **Notice.** Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient: (a) when delivered personally; (b) the day following delivery to a nationally recognized overnight courier service with proof of delivery; or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth above or at any other address designated by the parties in writing.
- 11.9. **Telephone Communications.** All telephone calls with Medicus are confidential. Physician acknowledges and agrees that for training purposes and to ensure excellent customer service any calls between Physician and Medicus may be monitored or recorded.

Medicus:

Name: _____
 Signature: _____
 Date: _____

DocuSigned by:

Laura Masessa

7A64C22BEC014ED

4/7/2020 | 2:12 PM EDT

Physician:

Name: Leah Moreau
 Signature: _____
 Date: _____

DocuSigned by:

4/7/2020 | 1:15 PM EDT

V20190529



IPA Schedule A

In accordance with the Independent Physician Agreement (which is incorporated here by reference), executed between Medicus _____ Services, LLC. ["Medicus"] and _____ ["Physician"] with social security number of _____ To be provided, and a resident at _____, with an Effective Date of 08/14/2013 ["IPA"], Medicus and the Physician agree to the following:

1. GENERAL

TBD ["Physician"] will provide locum tenens coverage on behalf of _____ ("Provider") at the Assignment Locations noted below pursuant to the terms and conditions of the IPA and this schedule A. The Physician hereby agrees to continue to comply with all terms and conditions of the IPA.

2. ASSIGNMENT SPECIFICS

3. ASSIGNMENT TERM

4. Assignment Location(s):

5. RATE SCHEDULE:

6. EXPENSES

For this work assignment, the following outlines the authorized expense arrangements for which Medicus will coordinate with the Provider and make on behalf of the Physician:

7. SPECIAL ARRANGEMENTS:

For this work assignment, the following special arrangements apply:

8. PERSONAL EXPENSES

Physician shall be responsible for payment of any expenses not specifically agreed to under the Expenses section of this Schedule, unless either Medicus or the Provider agree otherwise in writing. Any charges not paid will be deducted from the amount otherwise owing to Physician for services rendered in connection with this Assignment. Physician authorizes Medicus to make deductions relating to the personal or unauthorized expenses from the amount otherwise owing to Physician. Furthermore, while on assignment Physician will be solely responsible for any additional airfare for spouse, children and/or significant other; upgrades in airfare, lodging or housing; and upgrades in rental car.

9. WORK VERIFICATION, BILLING & PAYMENT

In order for Physician to be reimbursed for services and expenses, Physician is required to complete, sign and submit (via fax or email) a Confirmation of Services Provided Form, authorized by the Provider, and assent to the terms set forth therein. Any reporting required must also be completed. Additionally, the Physician must fax or email to Medicus an Invoice for any authorized expenses incurred together with copies of validated receipts. These items should be faxed or emailed to Medicus each Monday by 12 noon, or within 48 hours of the last day of the assignment. Medicus will send payment 15 business days after their receipt.

10. TRAVEL ARRANGEMENTS

Medicus will make all arrangements specified on Page 1 of this Schedule on behalf of the Physician. For Physician's personal car travel, mileage must be included with Invoice. If mileage is not included, Medicus will estimate the mileage using MapQuest or similar service and will pay the IRS approved mileage reimbursement rate.

Travel charges that will be the responsibility of the Physician, and deducted from amounts owed to the Physician if the following conditions apply:

- Rental cars kept for additional days beyond what was booked and authorized by Medicus
- Upgrades or charges beyond what was booked and authorized by Medicus
- Upgrades in hotel accommodations resulting in a price increase, as well as any charges in addition to room and tax
- The Physician is responsible for any and all "no show" fees unless Medicus has been notified that they are unable to keep their reservation for any reason, during business hours, via writing, fax or email.
- Change or cancellation fees on airfare not required by a change in the assignment.

11. PRIVILEGES

Physician's Assignment is pending Physician obtaining and maintaining unrestricted medical staff privileges at Facility.

12. CONFIDENTIALITY

The terms set forth herein and in the Independent Physician Agreement, including but not limited to the Physician's Regular Daily Rate, Overtime Rate and On-Call and Call Back Rates are confidential. Physician shall not divulge this confidential information to any other party, including the Provider or any Facility.

13. RESTRICTIONS

Physician acknowledges that there is no restriction or contractual obligation with any other party that would prohibit Physician from accepting Assignment at the above-referenced Client and/or Facility through Medicus.

14. CANCELLATION

For this Assignment, Medicus may cancel the assignment _____ days from any scheduled days not yet worked.

15. OBLIGATIONS

Medicus' obligations contained herein is subject to Provider's acceptance of a Schedule A containing identical Assignment Term and Assignment Location(s). If this condition is not met, neither party shall have any obligation to the other, nor claim against any party for costs, damages, compensation or otherwise.

Physician has read, understands, and agrees to the terms and conditions set forth in this Schedule A and the IPA.

Medicus _____ Services, LLC:

PHYSICIAN:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Title: _____

Title: _____



IPA Schedule A

In accordance with the Independent Practitioner Agreement (which is incorporated here by reference), executed between Medicus Hospitalist Services, LLC. ["Medicus"] and Leah Moreau ["Practitioner"] with social security number of To be provided, and a resident at 6704 Ferris St. Bellaire, TX 77401, with an Effective Date of 04/07/2020 IPA, Medicus and the Practitioner agree to the following:

1. GENERAL

Leah Moreau ["Practitioner"] will provide locum tenens coverage on behalf of TMH Physician Organization d/b/a Houston Methodist Specialty Physician Group ("Client") at the Assignment Locations noted below pursuant to the terms and conditions of the IPA and this schedule A. The Practitioner hereby agrees to continue to comply with all terms and conditions of the IPA.

2. ASSIGNMENT SPECIFICS

3. ASSIGNMENT TERM

04/15/2020 - 06/05/2020

Shadow April 15-16 2020 8a-6p

April 18-19 2020 6a-6p

April 25-May 1 2020 6a-6p

May 2, 2020 6p-6a

May 9-11 2020 6a-6p

May 15-18 2020 6a-6p

May 23-24 2020 6a-6p

May 27-29 2020 8a-6p

May 30-31 2020 6a-6p

June 4, 2020 6p-6a

Assignment Location(s):

Houston Methodist Continuing Care Hospital (Katy, TX)

4. RATE SCHEDULE:

Regular Rate(s):

Regular Rate - Weekday \$80.00 / Hrs

Regular Rate - Night Rate \$85.00 / Hrs

Regular Rate - Weekend \$80.00 / Hrs

Overtime Rate(s):

Overtime - Weekday \$120.00 / Hrs

Overtime - Night \$127.50 / Hrs

Overtime - Weekend \$120.00 / Hrs

Other Rates:

Orientation Pay \$70.00 / Hrs

Trans Fee Bonus \$400.00 / One Time

5. EXPENSES

For this work assignment, the following outlines the authorized expense arrangements for which Medicus will coordinate with the Client and make on behalf of the Practitioner:

☒ Tolls/Parking/Other

☒ Physician will use their automobile and be paid at the IRS approved rate per mile for travel to and from Assignment

6. SPECIAL ARRANGEMENTS:

For this work assignment, the following special arrangements apply:

☒ Confirmation Of Services Provided Form to be signed by Authorized Client Representative.

☒ Any and all overtime must be approved by an authorized Client Representative.

☒ Practitioner shall have a current and active state/Commonwealth of TX license.

☒ All shifts pending credentialing

OT applies after 12 hours with prior approval and written explanation

A one time bonus of \$400 will be paid for each completed shift on May 2nd, 2020 6p-6a and June 4, 2020 6p-6a

7. PERSONAL EXPENSES

Practitioner shall be responsible for payment of any expenses not specifically agreed to under the Expenses section of this Schedule, unless either Medicus or the Practitioner agree otherwise in writing. Any charges not paid will be deducted from the amount otherwise owing to Practitioner for services rendered in connection with this Assignment. Practitioner authorizes Medicus to make deductions relating to the personal or unauthorized expenses from the amount otherwise owing to Practitioner. Furthermore, while on assignment Practitioner will be solely responsible for any additional airfare for spouse, children and/or significant other; upgrades in airfare, lodging or housing; and upgrades in rental car.

8. WORK VERIFICATION, BILLING & PAYMENT

In order for Practitioner to be reimbursed for services and expenses, Practitioner is required to complete, sign and submit (via fax or email) a Confirmation of Services Provided Form, authorized by the Client, and assent to the terms set forth therein. Any reporting required must also be completed. Additionally, the Practitioner must fax or email to Medicus an Invoice for any authorized expenses incurred together with copies of validated receipts. These items should be faxed or emailed to Medicus each Monday by 12 noon, or within 48 hours of the last day of the assignment. Medicus will send payment 15 business days after their receipt.

9. TRAVEL ARRANGEMENTS

Medicus will make all arrangements specified on Page 1 of this Schedule on behalf of the Practitioner. For Practitioner's personal car travel, mileage must be included with Invoice. If mileage is not included, Medicus will estimate the mileage using MapQuest or similar service and will pay the IRS approved mileage reimbursement rate.

Travel charges that will be the responsibility of the Practitioner, and deducted from amounts owed to the Practitioner if the following conditions apply:

- Rental cars kept for additional days beyond what was booked and authorized by Medicus
- Upgrades or charges beyond what was booked and authorized by Medicus
- Upgrades in hotel accommodations resulting in a price increase, as well as any charges in addition to room and tax
- The Practitioner is responsible for any and all "no show" fees unless Medicus has been notified that they are unable to keep their reservation for any reason, during business hours, via writing, fax or email.
- Change or cancellation fees on airfare not required by a change in the assignment.

10. PRIVILEGES

Practitioner's Assignment is pending Practitioner obtaining and maintaining unrestricted medical staff privileges at Facility.

11. CONFIDENTIALITY

The terms set forth herein and in the Independent Practitioner Agreement, including but not limited to the Practitioner's Regular Daily Rate, Overtime Rate and On-Call and Call Back Rates are confidential. Practitioner shall not divulge this confidential information to any other party, including the Client or any Facility.

12. RESTRICTIONS

Practitioner acknowledges that there is no restriction or contractual obligation with any other party that would prohibit Practitioner from accepting Assignment at the above-referenced Client and/or Facility through Medicus.

13. CANCELLATION

For this Assignment, Medicus may cancel the assignment 60 days from any scheduled days not yet worked.

14. OBLIGATIONS

Medicus' obligations contained herein is subject to Client's acceptance of a Schedule A containing identical Assignment Term and Assignment Location(s). If this condition is not met, neither party shall have any obligation to the other, nor claim against any party for costs, damages, compensation or otherwise.

Practitioner has read, understands, and agrees to the terms and conditions set forth in this Schedule A and the IPA.

Medicus Hospitalist Services, LLC.:

Name: **Cassie Fournier**

Signature: 
58F94CCE8898444...

Date: **06/04/2020**

Title: **Practice Service Coordinator**

PRACTITIONER:

Name: **Leah Moreau**

Signature: 
1F031A7EBBC3476...

Date: **6/5/2020 10:44 AM EDT**

Title: _____



IPA Schedule A

In accordance with the Independent Practitioner Agreement (which is incorporated here by reference), executed between Medicus Hospitalist Services, LLC. ["Medicus"] and Leah Moreau ["Practitioner"] with social security number of To be provided, and a resident at 6704 Ferris St. Bellaire, TX 77401, with an Effective Date of 04/07/2020 IPA, Medicus and the Practitioner agree to the following:

1. GENERAL

Leah Moreau ["Practitioner"] will provide locum tenens coverage on behalf of TMH Physician Organization d/b/a Houston Methodist Specialty Physician Group ("Client") at the Assignment Locations noted below pursuant to the terms and conditions of the IPA and this schedule A. The Practitioner hereby agrees to continue to comply with all terms and conditions of the IPA.

2. ASSIGNMENT SPECIFICS

3. ASSIGNMENT TERM

06/08/2020 - 07/26/2020

Clinical Shifts:

June 8, 2020 6p-6a
 June 10, 2020 6p-6a
 June 17, 2020 6p-6a
 June 19, 2020 6a-6p
 July 8, 2020 6p-6a
 July 14-15, 2020 6a-4p
 July 26, 2020 8a-6p

Assignment Location(s):

Houston Methodist Continuing Care Hospital (Katy, TX)

4. RATE SCHEDULE:

Regular Rate(s):

Regular Rate - Weekday \$85.00 / Hrs

Regular Rate - Night Rate \$85.00 / Hrs

Regular Rate - Weekend \$85.00 / Hrs

Overtime Rate(s):

Overtime - Weekday \$127.50 / Hrs

Overtime - Night \$127.50 / Hrs

Overtime - Weekend \$127.50 / Hrs

5. EXPENSES

For this work assignment, the following outlines the authorized expense arrangements for which Medicus will coordinate with the Client and make on behalf of the Practitioner:

☒ Tolls/Parking/Other

☒ Physician will use their automobile and be paid at the IRS approved rate per mile for travel to and from Assignment

6. SPECIAL ARRANGEMENTS:

For this work assignment, the following special arrangements apply:

- ☒ Confirmation Of Services Provided Form to be signed by Authorized Client Representative.
 - ☒ Any and all overtime must be approved by an authorized Client Representative.
 - ☒ Practitioner shall have a current and active state/Commonwealth of TX license.
 - ☒ All shifts pending credentialing
- OT applies after 12 hours with prior approval and written explanation

7. PERSONAL EXPENSES

Practitioner shall be responsible for payment of any expenses not specifically agreed to under the Expenses section of this Schedule, unless either Medicus or the Practitioner agree otherwise in writing. Any charges not paid will be deducted from the amount otherwise owing to Practitioner for services rendered in connection with this Assignment. Practitioner authorizes Medicus to make deductions relating to the personal or unauthorized expenses from the amount otherwise owing to Practitioner. Furthermore, while on assignment Practitioner will be solely responsible for any additional airfare for spouse, children and/or significant other; upgrades in airfare, lodging or housing; and upgrades in rental car.

8. WORK VERIFICATION, BILLING & PAYMENT

In order for Practitioner to be reimbursed for services and expenses, Practitioner is required to complete, sign and submit (via fax or email) a Confirmation of Services Provided Form, authorized by the Client, and assent to the terms set forth therein. Any reporting required must also be completed. Additionally, the Practitioner must fax or email to Medicus an Invoice for any authorized expenses incurred together with copies of validated receipts. These items should be faxed or emailed to Medicus each Monday by 12 noon, or within 48 hours of the last day of the assignment. Medicus will send payment 15 business days after their receipt.

9. TRAVEL ARRANGEMENTS

Medicus will make all arrangements specified on Page 1 of this Schedule on behalf of the Practitioner. For Practitioner's personal car travel, mileage must be included with Invoice. If mileage is not included, Medicus will estimate the mileage using MapQuest or similar service and will pay the IRS approved mileage reimbursement rate.

Travel charges that will be the responsibility of the Practitioner, and deducted from amounts owed to the Practitioner if the following conditions apply:

- Rental cars kept for additional days beyond what was booked and authorized by Medicus
- Upgrades or charges beyond what was booked and authorized by Medicus
- Upgrades in hotel accommodations resulting in a price increase, as well as any charges in addition to room and tax
- The Practitioner is responsible for any and all "no show" fees unless Medicus has been notified that they are unable to keep their reservation for any reason, during business hours, via writing, fax or email.
- Change or cancellation fees on airfare not required by a change in the assignment.

10. PRIVILEGES

Practitioner's Assignment is pending Practitioner obtaining and maintaining unrestricted medical staff privileges at Facility.

11. CONFIDENTIALITY

The terms set forth herein and in the Independent Practitioner Agreement, including but not limited to the Practitioner's Regular Daily Rate, Overtime Rate and On-Call and Call Back Rates are confidential. Practitioner shall not divulge this confidential information to any other party, including the Client or any Facility.

12. RESTRICTIONS

Practitioner acknowledges that there is no restriction or contractual obligation with any other party that would prohibit Practitioner from accepting Assignment at the above-referenced Client and/or Facility through Medicus.

13. CANCELLATION

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For this Assignment, Medicus may cancel the assignment 60 days from any scheduled days not yet worked.

14. OBLIGATIONS

Medicus' obligations contained herein is subject to Client's acceptance of a Schedule A containing identical Assignment Term and Assignment Location(s). If this condition is not met, neither party shall have any obligation to the other, nor claim against any party for costs, damages, compensation or otherwise.

Practitioner has read, understands, and agrees to the terms and conditions set forth in this Schedule A and the IPA.

Medicus Hospitalist Services, LLC.:

Name: **Cassie Fournier**

Signature:  58F94CCE8898444...

Date: **07/27/2020**

Title: **Practice Service Coordinator**

PRACTITIONER:

Name: **Leah Moreau**

Signature:  1E031A7E98C3476
Date: **7/27/2020 1:5:31 PM EDT**

Title: _____



IPA Schedule A

In accordance with the Independent Practitioner Agreement (which is incorporated here by reference), executed between Medicus Hospitalist Services, LLC. ["Medicus"] and Leah Moreau ["Practitioner"] with social security number of To be provided, and a resident at 6704 Ferris St. Bellaire, TX 77401, with an Effective Date of 04/07/2020 IPA, Medicus and the Practitioner agree to the following:

1. GENERAL

Leah Moreau ["Practitioner"] will provide locum tenens coverage on behalf of TMH Physician Organization d/b/a Houston Methodist Specialty Physician Group ("Client") at the Assignment Locations noted below pursuant to the terms and conditions of the IPA and this schedule A. The Practitioner hereby agrees to continue to comply with all terms and conditions of the IPA.

2. ASSIGNMENT SPECIFICS

3. ASSIGNMENT TERM

08/11/2020 - 08/26/2020

August 11 2020 8a-6p

August 25-26 2020 8a-6p

Assignment Location(s):

Houston Methodist Continuing Care Hospital (Katy, TX)

4. RATE SCHEDULE:

Regular Rate(s):

Regular Rate - Weekday \$85.00 / Hrs

Overtime Rate(s):

Overtime - Weekday \$127.50 / Hrs

5. EXPENSES

For this work assignment, the following outlines the authorized expense arrangements for which Medicus will coordinate with the Client and make on behalf of the Practitioner:



Tolls/Parking/Other



Physician will use their automobile and be paid at the IRS approved rate per mile for travel to and from Assignment

6. SPECIAL ARRANGEMENTS:

For this work assignment, the following special arrangements apply:



Confirmation Of Services Provided Form to be signed by Authorized Client Representative.



Any and all overtime must be approved by an authorized Client Representative.



Practitioner shall have a current and active state/Commonwealth of TX license.



All shifts pending credentialing

OT applies after 12 hours with prior approval and written explanation

7. PERSONAL EXPENSES

Practitioner shall be responsible for payment of any expenses not specifically agreed to under the Expenses section of this Schedule, unless either Medicus or the Practitioner agree otherwise in writing. Any charges not paid will be deducted from the amount otherwise owing to Practitioner for services rendered in connection with this Assignment. Practitioner authorizes Medicus to make deductions relating to the personal or unauthorized expenses from the amount otherwise owing to Practitioner. Furthermore, while on assignment Practitioner will be solely responsible for any additional airfare for spouse, children and/or significant other; upgrades in airfare, lodging or housing; and upgrades in rental car.

8. WORK VERIFICATION, BILLING & PAYMENT

In order for Practitioner to be reimbursed for services and expenses, Practitioner is required to complete, sign and submit (via fax or email) a Confirmation of Services Provided Form, authorized by the Client, and assent to the terms set forth therein. Any reporting required must also be completed. Additionally, the Practitioner must fax or email to Medicus an Invoice for any authorized expenses incurred together with copies of validated receipts. These items should be faxed or emailed to Medicus each Monday by 12 noon, or within 48 hours of the last day of the assignment. Medicus will send payment 15 business days after their receipt.

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10. PRIVILEGES

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11. CONFIDENTIALITY

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12. RESTRICTIONS

Practitioner acknowledges that there is no restriction or contractual obligation with any other party that would prohibit Practitioner from accepting Assignment at the above-referenced Client and/or Facility through Medicus.

13. CANCELLATION

For this Assignment, Medicus may cancel the assignment 60 days from any scheduled days not yet worked.

14. OBLIGATIONS

Medicus' obligations contained herein is subject to Client's acceptance of a Schedule A containing identical Assignment Term and Assignment Location(s). If this condition is not met, neither party shall have any obligation to the other, nor claim against any party for costs, damages, compensation or otherwise.

Practitioner has read, understands, and agrees to the terms and conditions set forth in this Schedule A and the IPA.

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Medicus Hospitalist Services, LLC.:

Name: **Cassie Fournier**

DocuSigned by:
Signature: Cassie Fournier
58F94CCE889B444...

Date: **08/05/2020**

Title: **Practice Service Coordinator**

PRACTITIONER:

Name: **Leah Moreau**

DocuSigned by:
Signature: [Signature]
1F031A7EBBC3476...

Date: **8/5/2020 7:30 PM EDT**

Title: _____